

# HERALD SQUARE LEFT TO INVESTOR

## McMorrow Company Sells 13 Story Structure on 35th Street--East Side Dwelling Sold

The McMorrow Engineering and Construction Co. completed a large building operation yesterday when it sold the thirteen story left building at 131 to 137 West Thirty-fifth street in a cash transaction to an unnamed investor. The building was put up by the seller at a cost of about \$300,000 from plans by Neville & Hargre on land acquired two years ago from the Morrissey Corporation. The structure occupies a plot 75x88.9 on the north side of Thirty-fifth street, adjoining the Herald Square Hotel property, which Eberdell & Harnum purchased some time ago for a large building improvement. The Metropolitan Life Insurance Company holds a first mortgage on the left property amounting to \$335,000.

### UP-TOWN DWELLING BUYING.

**EAST SEVENTY-FOURTH STREET.**—William B. May & Co. have sold the three story and basement dwelling at 112 East Seventy-fourth street, on lot 18,550x103.2, for Bertha Levy to a client, who will make extensive alterations to the house. This block is being rapidly improved by the remodeling of many of the old houses. On the block to the east is the residence of Theodore Roosevelt, Jr., Seymour Crowell, Brown Phelps and Prof. William Sloane.

**WEST FIFTY-SEVENTH STREET.**—The Hall-Berwin Corporation has sold for the Whitcomb Realty Company, represented by H. Nelson Flanagan, 165 West Fifty-seventh street, a four story and basement dwelling on lot 18,100.6. The buyer is Louis H. Chaffin, who recently purchased, through the same brokers, the adjoining dwelling, 165 Mr. Chaffin now owns a plot 39,100x100.5 and anticipates in short while erecting a building for his own occupancy.

**LEXINGTON AVENUE.**—The Lawyers Mortgage Company has sold 1045 and 1047 Lexington avenue, two three story dwellings, each on lot 17,651. The new owner will alter them into stores and apartments.

**WEST FORTY-FIFTH STREET.**—Thomas Killilea has sold 125 West Forty-fifth street, a four story building on lot 19,252.2, between Broadway and Sixth avenue. The seller acquired the property in 1901.

**TENTH AVENUE.**—Crosby & Blumly have sold to James J. Dunphy, 329 Tenth avenue, northwest corner of Twenty-ninth street, a five story tenement, on lot 24,870.

**WEST TWENTY-SEVENTH STREET.**—Walter V. Reynolds has sold to Frank H. Smith, 175 West Twenty-seventh street, a three story dwelling, on lot 15,899.11, near Eighth avenue.

### MARKET FOR BROX BROS.

**CRESTON AVENUE.**—Richard H. Seale has sold for the estate of Richard Webber to a client, five lots on the northeast corner of 183d street and Creston avenue, fronting 133 feet on Creston avenue and 95 feet on 183d street. This plot is 84 feet west of the Grand Boulevard and contains, and was sold for cash.

**EASTBURY AVENUE.**—Richard Dickson has sold for John Miller the plot 37,610.0, at the southwest corner of Eastbary avenue and 174th street and the plot 37,610.0, at the southwest corner of Eastbary avenue, about 236 feet south of 175th street. The new owner will improve the plots with apartment houses.

**LAFAYETTE AVENUE.**—John A. Steinmetz has sold for Edward Ruchel the block front on the south side of Lafayette avenue from Longfellow to Whittier avenue, also six lots on the northwest corner of Whittier avenue.

**EAST 180TH STREET.**—Louis Reiss has sold for Daniel Underhill to a client 230 East 180th street, a one family frame dwelling, 65x120.

**FRANKLIN AVENUE.**—Richard Franklin has sold for James T. Barry 1394 Franklin avenue, a five story apartment house, 45x120.

**FOREST AVENUE.**—Catherine J. Farrell has sold to an investor the two family house with stable at 952 Forest avenue.

### BROOKLYN HOUSE SALES.

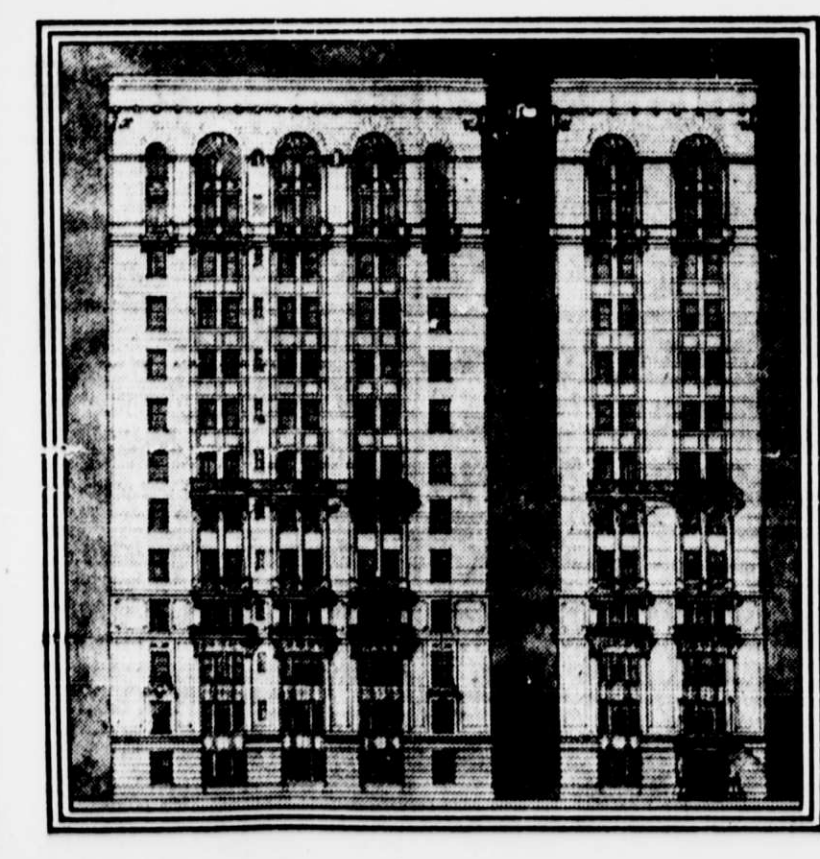
The Buckley & Horton Company has sold 1450 East Eighteenth street, a two and one-half story dwelling, on plot 33,100, for the Midwood Associates, to Mrs. Mary E. Hill, for occupancy.

Frank A. Seaver & Co. has sold five lots on the northwest corner of Twelfth avenue and Eighty-sixth street, Dyker Heights, for William Rafferty, to an investor.

The Rockmore Realty Company has sold the southwest corner of Forbell and Atlantic avenues, a two story brick dwelling, on lot 26,100, for the Midland Realty Company, also 40 Forbell avenue, a two story brick dwelling, to Eugene Diamond, and 557 Forbell street, a two story brick dwelling, to Charles P. Grover.

The McInerney Kinck Realty Company has sold the two story and store brick building on the west side of Flatbush avenue 75 feet north of Dorchester road, for James Byron, to an investor.

## Street and Avenue Front Views of New West End Avenue Apartment



Leonard David Son & Co. have sold the frame house, stable and sheds on plot 50,100, at 80-81 Summerfield street, owned by Lena Deublen of Ridgewood, to Henry and Emilia Schwindt of Ridgewood.

James M. Hawley has sold for Reinhold A. Schilling the plot at 384 Seventeenth street to Gustave Leide and George Berkobin, also for John Schlep the dwelling 1666 Grove street to Thomas Tutty, and for Julia Traversa 261 Moffat street, a six family house, to Henry Heibrecht.

**DANCER BUYS AT FLUSHING.**—Mme. Olga Petrova, the Russian dancer, has bought from D. E. Windle a residence at State and Twenty-third streets, Flushing, L. I. She also purchased eight lots adjoining the two on the east side of the same streets, and contemplates developing them into sunken gardens.

**COLLEGE POINT HOUSE BUYER.**—J. Albert Johnson Company has sold for D. E. Weddle the two one family houses on a plot of land near College Point, to O. F. Gafroy. Each house contains six rooms with modern improvements, overlooking the Sound.

**BIG PECKSKILL HOTEL SOLD.**—Peckskill, N. Y., May 8.—Frank Fry's Mohican Inn and cottages, with eight acres of land with lake frontage, have been sold to Frank J. Welton of New York city. The property comprises a fine sixty room all year round hotel with private baths, steam heat, gas and all modern conveniences. The house is well known, having been operated as a first class hotel for forty years. Frank H. Goodlife of Peckskill negotiated the sale.

**PHYSICIAN BUYS S. I. SITE.**—Dr. L. Dreyfus has bought from the Marsh Estate through D. T. Cornell of Stuyvesant a plot of land First street and of Belair road, Clifton, Staten Island, for improvement.

**TRADING IN NEWARK.**—Louis Schlesinger has sold for Mrs. Mary E. Campbell and Miss Kathryn Stuyvesant to Dr. Portus, 200-210 Third street, a three story brick dwelling, on lot 18,100.6, with a depth of 130 feet. Dr. Soriano bought the property for investment. This is the first sale of importance for some time in the district north of the Lackawanna railroad and indicates a healthy revival looking for in this section.

Louis Schlesinger, through his factors, sold the one time home of N. J. Demarest, the factory at 91 New Jersey Railroad avenue, southeast corner of Lafayette street, which was erected by N. J. Demarest and used by N. J. Demarest & Co. harness manufacturers. The newcomer is Patrick J. Kelly, of Kelly & Co. dealers and manufacturers of paper and paper boxes. The premises consist of a three story and basement factory building having a frontage of 30 feet on New Jersey Railroad avenue, with a depth of 120 feet on Lafayette street. The building will be occupied by the Glacey Paper Box Company, which has leased it from Mr. Kelly for a term of years.

Feist & Feist have sold in the Park place section of Newark for the estate of F. J. Reynolds the three story brick dwelling at 20 Rector street, on lot 25,855 to Miss Mary T. Flood. After extensive alterations Miss Flood will use the premises for her corset business.

**\$175,000 MONTCLAIR DEAL.**—Frank J. Kelly and F. M. Crowley & Bros. have sold the one time home of William T. Evans at Montclair, N. J., to Thomas S. Gladding. The property has been held by Klein & Jackson, who bought it from Mr. Evans more than a year ago. It consists of seventeen acres and five houses, including the large Evans home, formerly the residence of George Evans, and which was known as Wentworth Manor. This house was built at a cost of nearly \$100,000. The price paid by Mr. Gladding for the property is said to be \$175,000. It is the purpose of the new owner to subdivide the plot for residential development purposes.

**BUYERS IN RECENT DEALS.**—Paul A. McGoldrick is the real buyer of the apartment house at 227-229 West 141st street, title to which passed yesterday to James Powers of Poughkeepsie.

Michael Postiglione is the buyer of the dwelling at 2436 Grand avenue, reported sold last month by Ida A. Holland. The price was \$6,800.

**PLATS FOR VERMILYEN AVENUE.**—On the south side of Vermilyen avenue, 175 feet east of 204th street, a five story flat is to be erected for the Becker Building Corporation, Indore S. Becker president. It will have a frontage of 50 feet and a depth of 116 feet, with a facade of brick and limestone. Saxe & Co. are the architects.

The apartment house which Albert Saxe will erect at the northwest corner of West End avenue and Eighty-ninth street will cover a smaller site than any apartment planned for some time on the upper West Side. It will be 44 feet on the avenue and 90 feet on the street. In other respects the building will be the equal of any of this year's apartment structures. It will be thirteen stories high, of limestone facades, with courts of white enameled brick. There will be only one apartment to a floor, an arrangement which has grown popular in the last few years. Each apartment will contain nine rooms, large foyer and three bathrooms. The bedrooms and bathrooms will be extra large, one of the three bathrooms in each apartment to be 7.6 feet wide and 12 feet long.

The ceilings and walls of the kitchens and bathrooms and all exposed metal fixtures and plumbing will be enameled. The building design is the work of Emory Roth.

The site of the building was covered with two dwellings which Mr. Saxe bought in March from Thomas Dwyer and Donald Durant. The building will replace the dwellings which cost \$250,000, and the apartments in the house will rent for \$3,300 to \$4,000 a year.

**TO HAVE TWO MORE STREETS.**—The office of the President of the Borough of Manhattan announces that paving will be started during the month of May on West Twenty-fourth street, Sixth avenue to Seventh avenue, and Eighth avenue to Tenth avenue, on East Fifty-fourth street, Third avenue to Lexington avenue. The paving will be of sheet asphalt.

**SPRINGSTEIN, THE ARCHITECTS,** have estimated the cost at \$40,000.

**MONEY FOR BUILDERS.**—The Metropolitan Life Insurance Company has made a loan of \$400,000 to Fred S. Godfrey for the erection of a sixteen story building for the moving picture industry at the southeast corner of Seventh avenue and Forty-ninth street, a lease of which has been made with George Backer and Armetin & Levy.

Manton B. Metcalf has lent \$645,500 to the West Fortieth Street Corporation for a new twenty story office building at 6 to 10 West Fortieth street, opposite the new Public Library, for five years.

A loan of \$155,000 has been obtained by J. Langdon Ward, Louis C. Hasell and W. Kintling Post from the Lawyers Title Insurance and Trust Company on nine story apartment to be erected at 743 Fifth avenue, part of the old Mason-Jones estate.

**SPRUE & CO. HAVE RENTED WITH MARK RAFAELSKY** for ten years the two story loft in 150-154 West Twenty-second street to the Nagios Engraving Company; the top loft in 149-155 West Twenty-fourth street to the Lion Manufacturing Company; a loft in 41-47 West Twenty-fourth street to Joseph Dayan, and a loft in 55 East Eleventh street to Israel Samuels.

The M. Rosenthal Company has leased the store at 149-151 West Twenty-seventh street for a term of years to Joseph M. Rosenthal.

M. & L. Hess have leased the second loft at 25 West Fifteenth street to the Independent Clock House and the second loft at 1-13 West Twenty-first street to Bernstein & Brown.

**TENANTS FOR DWELLINGS.**—Douglas L. Ehlman & Co. have leased for a term of years 51 East Eightieth street, a four story house, to Mrs. Walter H. Lewis.

The F. R. Wood, W. H. Dolson Co. has leased the dwelling at 327 West Eighth street, to Mrs. Sophie Stern for occupancy.

The Hall-Berwin Corporation has leased for a term of years the three story dwelling at 153 West Ninety-fourth street.

**COUNTRY PLACES LEASED.**—John Frederick Zuger has leased for Orleans Longacre of Joplin, Mo., his country place at Spring Valley, to Dr. Edmund Prince Fowler for a term of years.

Burke Stone has rented for William H. Howes his country place in Lawrence Park to Henry G. Graf, for a year. Lawrence a dwelling on High street, Tuckahoe, to Florence O'Reilly of Yonkers, for Daniel Murphy, a dwelling on Pondfield road, with one acre and garage, to Mrs. Mary Fitzsimmons of Yonkers, and for David Lamb a residence in Armonk, to Mrs. E. J. Fanning, Bronx Park Reservation, to Mrs. Mary McNichol.

A. B. Ashforth and the Shoreham Agency have rented for Robert Carter his place on the shore to Frank O. Walter, and the Shoreham Agency has rented Dr. Aldridge's Long Pine to J. Maxwell Sargent.

Pease & Ehlman have subleased for R. S. Pierpont his residence at Roslyn, L. I., to E. G. Potter, Jr.

**NEW REALTY COMPANY.**—The Minold Realty Company of Manhattan was incorporated in Albany yesterday with a capital of \$20,000 and the following directors: Abraham Benedict, Sidney Nordlinger and A. L. Freyman, New York city.

**DECORATION DAY AUCTION.**—400 Lots at Jamaica Hillcrest to Be Sold.

Decorations Day is always one of interesting suburban real estate auction sales, but this year a sale of unusually attractive property has been arranged and the most unusual circumstances. The property is the unincorporated portion of the well known Jamaica Hillcrest tract on the high ridge in the northern part of Jamaica, in the borough of Queens. The William P. Roe Company will sell the lots on the property under a huge tent. The sale will be started on Saturday, May 29, and will be continued Monday, May 31, the day on which Decoration Day will be celebrated.

This sale is forced on the owners of the property because of agreements entered into when the Jamaica Hillcrest Company was formed. At that time, which was four years ago, the great tract of rolling land, consisting of about 1,400 lots, was divided into developed and placed in the hands of trustees for sale, one of the stipulations being that all the land had to be sold within a certain period of three years. The property was sold in lots, and the trustees disposed of about 1,000 lots, principally to home seekers, who already have their obligations by private sale when the war in Europe started and selling stopped.

The result is that they have been left with about 400 of the best lots on the tract, which they are now forced to sell. Their agreement must be disposed of in the next month. They have resorted to the auction, a block as a way out of their difficulty.

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### MUST PUT ON FIRE ESCAPES.

Failure to Have Them on 10 Feet High Building Loses Case.

Attention of property owners is called to the recent decision of the Court of Appeals in the case of Amberg vs. Kinley, whereby it is declared that failure to provide fire escapes as required by Section 52 of the labor law establishes a conclusive proof of negligence on the part of the owner. Section 52 of the labor law provides that fire escapes may be deemed necessary by the Commissioner of Labor shall be placed on the outside of every factory in this State consisting of three or more stories in height.

The case had to do with a fire in a large wooden building for drying oil hides in which a workman was burned to death. The first floor of the building was on the ground, with only two board floors above, the third story being only sixteen feet from the ground. Notwithstanding the moderate height of the building the court primarily held that the outside of every factory in this State consisting of three or more stories in height.

The court held that it was not necessary to prove that the owner had negligently caused the death of the workman, in order to establish the liability of the property owner. Mere non-compliance with that provision of the labor law requiring fire escapes was sufficient to determine conclusively negligence on the part of the property owner, although the building was provided with stairs, elevators, windows, seven ventilator openings, was steam heated and there were three stories high within the building a fire escape thus establishes the negligence of a property owner.

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